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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ALEXIUS LAVELL DAVIS,

Defendant.

2:19-CR-233-RFB-EJY

**Stipulation Modify the Plea Agreement as
to Alexius Lavell Davis and Order**

The United States of America and Alexius Lavell Davis, and his counsel, Andrew Wong, agree as follows:

1. The government and Alexius Lavell Davis seek to modify the Plea Agreement (ECF No. 25) only as to the forfeiture. The Plea Agreement will remain in effect as to all other aspects of the agreement.

2. The defendant knowingly and voluntarily:

a. Agrees to the district court imposing the civil judicial forfeiture or the criminal forfeiture of:

i. a High Standard H-D military .22 caliber pistol, bearing serial number 187934; and

ii. any and all ammunition
(all of which constitutes property);

b. Agrees to the abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the property;

- 1 c. Abandons or forfeits the property to the United States;
- 2 d. Relinquishes all possessory rights, ownership rights, and all rights,
3 titles, and interests in the property;
- 4 e. Waives defendant's right to any abandonment proceedings, any civil
5 administrative forfeiture proceedings, any civil judicial forfeiture proceedings, or any
6 criminal forfeiture proceedings of the property (proceedings);
- 7 f. Waives service of process of any and all documents filed in this action
8 or any proceedings concerning the property arising from the facts and circumstances of this
9 case;
- 10 g. Waives any further notice to defendant, defendant's agents, or
11 defendant's attorney regarding the abandonment or the forfeiture and disposition of the
12 property;
- 13 h. Agrees not to file any claim, answer, petition, or other documents in,
14 any proceedings concerning the property; agrees not to contest, or to assist any other person
15 or entity in contesting, the forfeiture; and agrees to withdraw immediately any claim,
16 answer, petition, or other documents in any proceedings;
- 17 i. Waives the statute of limitations, the CAFRA requirements, Fed. R..
18 Crim. P. 7, 11, 32.2, and 43(a), including, but not limited to, forfeiture notice in the
19 charging document, the court advising defendant of the forfeiture at the change of plea, the
20 court having a forfeiture hearing, the court making factual findings regarding the forfeiture,
21 the court failing to announce the forfeiture at sentencing, and all constitutional
22 requirements, including but not limited to, the constitutional due process requirements of
23 any proceedings concerning the property;
- 24 j. Waives defendant's right to a jury trial on the forfeiture of the
25 property;
- 26 k. Waives all constitutional, legal, and equitable defenses and claims to
27 the forfeiture or abandonment of the property in any proceedings, including, but not limited
28 to, (1) constitutional or statutory double jeopardy defenses and claims and (2) defenses and

1 defendant directly to third parties, since August 14, 2019, including the location of the assets
2 and the identity of any third party.

3 s. The defendant admits the property is any firearm or ammunition
4 involved in or used in any knowing violation of 18 U.S.C. § 922(g)(1), and is subject to
5 forfeiture pursuant to 18 U.S.C. § 924(d)(1) with 28 U.S.C. § 2461(c).

6 3. Each party acknowledges and warrants that its execution of the Stipulation is
7 free and is voluntary.

8 4. The Stipulation contains the entire agreement between the parties.

9 5. Except as expressly stated in the Stipulation, no party, officer, agent,
10 employee, representative, or attorney has made any statement or representation to any other
11 party, person, or entity regarding any fact relied upon in entering into the Stipulation, and
12 no party, officer, agent, employee, representative, or attorney relies on such statement or
13 representation in executing the Stipulation.

14 6. The persons signing the Stipulation warrant and represent that they have full
15 authority to execute the Stipulation and to bind the persons and/or entities, on whose behalf
16 they are signing, to the terms of the Stipulation.

17 7. This Stipulation shall be construed and interpreted according to federal
18 forfeiture law and federal common law. The jurisdiction and the venue for any dispute
19 related to, and/or arising from, this Stipulation is the unofficial Southern Division of the
20 United States District Court for the District of Nevada, located in Las Vegas, Nevada.

21 8. Each party shall bear his or its own attorneys' fees, expenses, interest, and
22 costs.

23 9. This Stipulation shall not be construed more strictly against one party than
24 against the other merely by virtue of the fact that it may have been prepared primarily by
25 counsel for one of the parties; it being recognized that both parties have contributed
26 substantially and materially to the preparation of this Stipulation.

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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was
2 reasonable cause for the seizure and forfeiture of the property.

3
4 DATED: 06/19/2020

DATED: 6/19/20

5 NICHOLAS A. TRUTANICH
6 United States Attorney


7 //s// Andrew Wong
8 ANDREW WONG
Counsel for Alexius Lavell Davis


9 BRIAN WHANG
Assistant United States Attorney

10 DATED: 06/19/2020

11 //s// Andrew Wong for Alexius Davis
12 ALEXIUS LAVELL DAVIS

13
14 IT IS SO ORDERED:

15
16 
17 RICHARD F. BOULWARE, II
18 UNITED STATES DISTRICT JUDGE
19 DATED: 7/16/2020